

FORM 68-E

(DISSOLUTION JUDGMENT WITH CHILDREN)

**Note:** This form is provided as a format for the various provisions which are required to be set forth in the judgment. Paragraphs are sequentially numbered even though some paragraphs are alternatives to be used based upon the facts in each case.

CIRCUIT COURT OF \_\_\_\_\_ COUNTY, MISSOURI

_____	)	
SSN: _____	)	
	)	
Petitioner,	)	
	)	
vs.	)	
	)	
_____	)	
SSN: _____	)	
	)	
Respondent.	)	Case No.
_____		

**JUDGMENT DISSOLVING MARRIAGE**

Petitioner appeared in person and by counsel, \_\_\_\_\_. Respondent appeared

not in person, nor by counsel, although duly served. **OR**

not in person, nor by counsel, having filed an Entry of Appearance. **OR**

in person and by counsel, \_\_\_\_\_. **OR**

in person, *pro se*.

The Court took up for hearing the Petition for Dissolution of Marriage, witnesses were sworn, evidence adduced and ( petitioner **OR** the parties ) rested. On

the evidence adduced the Court finds as follows:

1. Petitioner has been a resident of the State of Missouri for more than ninety (90) days next preceding the filing of this action, currently living at \_\_\_\_\_.

2. Respondent has been a resident of the State of Missouri for more than ninety (90) days next preceding the filing of this action, currently living at \_\_\_\_\_.

3. More than thirty (30) days have elapsed since the filing of this action.

4. The parties' social security numbers are as set forth in the caption.

5. Petitioner and Respondent were married on \_\_\_\_\_, in \_\_\_\_\_ County, \_\_\_\_\_, and said marriage is registered there.

6. Petitioner and Respondent separated on or about \_\_\_\_\_.

7. There is no reasonable likelihood that the marriage of the parties can be preserved and, therefore, the marriage is irretrievably broken.

8. There were \_\_\_\_ children born of the marriage, to-wit:

\_\_\_\_\_, DOB \_\_\_\_\_, SSN: \_\_\_\_\_

\_\_\_\_\_, DOB \_\_\_\_\_, SSN: \_\_\_\_\_

9. There are no other lawsuits pending concerning the custody of the minor child\_\_\_\_ and the Court has jurisdiction under the Uniform Child Custody Jurisdiction Act.

10. \_\_\_\_\_ is not now pregnant.

11. \_\_\_\_\_ has filed a Parenting Plan which the Court has reviewed

and finds that it is in the best interests of the minor child\_\_\_\_\_ with custody to be awarded as follows:

11.1 The parties should be granted joint legal and joint physical custody.

**OR**

11.2 The parties should be granted joint legal custody with \_\_\_\_\_ having primary physical custody. **OR**

11.3 \_\_\_\_\_ should be granted legal and physical custody.

12. Petitioner is employed full-time earning \$\_\_\_\_\_ per month. Respondent is employed full-time earning \$\_\_\_\_\_ per month.

13. \_\_\_\_\_ has work-related child-care costs in the amount of \$\_\_\_\_\_ per month.

14. Neither parent has health insurance available for the minor child\_\_\_\_\_ and that it is not economically possible for either parent to provide medical insurance coverage at this time.

15. \_\_\_\_\_ has medical insurance available for the minor child\_\_\_\_\_ through \_\_\_\_\_ place of employment at a cost of \$\_\_\_\_\_ per month. **OR**

16. The Court has reviewed all of the factors set forth in Section 454.603.2 RSMo and finds that the medical insurance available for the minor child\_\_\_\_ through \_\_\_\_ place of employment is best insurance available at this time.

17. The Court has reviewed the Form 14 submitted by \_\_\_\_\_ and finds that the presumed amount of child support is just and appropriate under the circumstances of this case. **OR**

18. The Court has review the Form 14 submitted by \_\_\_\_\_ and finds that the presumed amount of child support is unjust and inappropriate under the circumstances of this case because \_\_\_\_\_ (tax exemptions shared, etc).

19. The parties own \_\_\_\_\_ real estate and have marital personal property and debts to be divided. **OR**

20. The parties have items of marital property and/or marital debts which need to be divided and have entered into ( an oral agreement on the record **OR** a written agreement introduced into evidence ) as to the division of property and debts.

**OR**

21. The division of marital property and marital debts as set forth in the Property Settlement and Separation Agreement is found to be fair and not unconscionable.

22. Neither party is entitled to maintenance from the other. **OR**

23. \_\_\_\_\_ is entitled to maintenance.

24. \_\_\_\_\_ requested that her name be changed.

**IT IS THEREFORE ORDERED, ADJUDGED AND DECREED AS FOLLOWS:**

25. The marriage of \_\_\_\_\_ and \_\_\_\_\_ is dissolved.

26. The parties shall share joint legal custody of the minor children, \_\_\_\_\_, and \_\_\_\_\_ shall have the primary care, custody and control of the minor child, \_\_\_\_\_, subject to \_\_\_\_\_'s right to supervised

visitation as set forth in the attached Parenting Plan, which is marked Judgment Exhibit \_\_\_\_\_ and incorporated herein by reference. **OR**

27. The parties are awarded joint legal and joint physical custody of the minor child \_\_\_\_\_ as set forth in the attached Parenting Plan, which is marked Judgment Exhibit \_\_\_\_\_ and incorporated herein by reference. **OR**

28. \_\_\_\_\_ shall have the legal and primary physical custody, care, and control of the minor child) \_\_\_\_\_, \_\_\_\_\_, subject to \_\_\_\_\_'s right to supervised visitation as set forth in the attached Parenting Plan, which is marked Judgment Exhibit \_\_\_\_\_ and incorporated herein by reference.

29. The mailing address for the minor child \_\_\_\_\_ shall be: \_\_\_\_\_.

30. Absent exigent circumstances as determined by a court with jurisdiction, you, as a party to this action, are ordered to notify, in writing by certified mail, return receipt requested, and at least sixty days prior to the proposed relocation, each party to this action of any proposed relocation of the principal residence of the child, including the following information: (1) The intended new residence, including the specific address and mailing address, if known, and if not known, the city; (2) The home telephone number of the new residence, if known; (3) The date of the intended move or proposed relocation; (4) A brief statement of the specific reasons for the proposed relocation of the child; and (5) A proposal for a revised schedule of custody or visitation with the child. Your obligation to provide this information to each party continues as long as you or any other party by virtue of this order is entitled to custody of a child covered by this order. Your failure to obey the order of this court regarding the

proposed relocation may result in further litigation to enforce such order, including contempt of court. In addition, your failure to notify a party of a relocation of the child may be considered in a proceeding to modify custody or visitation with the child.

Reasonable costs and attorney fees may be assessed against you if you fail to give the required notice.

31. \_\_\_\_\_ shall pay to the Family Support Center, (P.O. Box 109001, Jefferson City, MO 65110-9001 if an automatic wage withholding **OR** P.O. Box 109002, Jefferson City, MO 65110-9002 if no automatic wage withholding) , as Trustee for \_\_\_\_\_, as and for child support for the \_\_\_\_ minor child, \_\_\_\_\_, the sum of \_\_\_\_\_ (\$\_\_\_\_) per month with the first such payment for the month of \_\_\_\_\_ and payable on \_\_\_\_\_, and a like amount on the \_\_\_\_ of each month thereafter. At such time as \_\_\_\_\_ is entitled to support for only \_\_\_\_ child, \_\_\_\_\_, on the date child support is payable, \_\_\_\_\_ shall pay the sum of \_\_\_\_\_ (\$\_\_\_\_) per month, and at such time as \_\_\_\_\_ is entitled to support for only one child, on the date the child support is payable, \_\_\_\_\_ shall pay the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_) per month. This child support obligation shall continue in effect until the payor is no longer obligated to pay same or until subsequent order of the Court.

32. An automatic wage withholding shall be initiated against the wages of \_\_\_\_\_ at his place of employment: (name and address). **OR**

33. No automatic wage withholding shall be initiated because \_\_\_\_\_.

34. The medical insurance available for the minor child\_\_\_\_ through

\_\_\_\_\_ place of employment is found to be the best coverage available at this time. \_\_\_\_\_ shall cause said minor child\_\_\_\_ to continue to be covered by medical, health and hospitalization insurance in the form now provided by \_\_\_\_\_ employer. In the event \_\_\_\_\_ loses said employment, \_\_\_\_\_ shall obtain a private policy of similar coverage. This order is in the nature of child support and is modifiable. **OR**

35. Neither parent is ordered to provide medical insurance coverage for the minor children at this time. This order is in the nature of child support and is modifiable.

36. Pursuant to §454.603.5 RSMo \_\_\_\_\_ shall be liable for \_\_\_\_\_% of the medical or dental expenses for the minor child\_\_\_\_ that are not covered by health benefit plan coverage because the Court finds that said plan does not cover all such expenses; each parent has the financial resources to contribute to said uncovered medical and dental expenses; and each parent has substantially complied with the terms of the health benefit coverage.

Medical and dental expenses for the minor child\_\_\_\_ are defined to be those expenses deductible for federal income tax purposes, including but not limited to: insurance deductibles, doctor's visits, dental visits, orthodontia, eye exams and glasses, and prescription drugs.

The parent incurring out-of-pocket medical expense on behalf of the minor child\_\_\_\_ shall advise the other parent, in writing, in a timely manner of all medical expenses incurred and, within thirty (30) days of the receipt of any bill or insurance notice that all claims have been processed and paid (whichever is later), shall forward same to the other parent for payment of his or her share. Each parent shall pay his or

her share of the unpaid medical expenses within sixty (60) days of the receipt of the final bill.

37. \_\_\_\_\_ shall receive the federal and state income tax exemptions for \_\_\_\_\_.

38. Neither of the parties shall pay maintenance and this order is not modifiable. **OR**

39. \_\_\_\_\_ shall pay to the Family Support Center, (P.O. Box 109002, Jefferson City, MO 65110-9002 if an automatic wage withholding **or** P.O. Box 109001, Jefferson City, MO 65110-9001 if no automatic wage withholding) , as Trustee for \_\_\_\_\_, as and for maintenance, the sum of \_\_\_\_\_ (\$\_\_\_\_) per month with the first such payment payable for the month of \_\_\_\_\_ and payable on \_\_\_\_\_, and a like amount on the \_\_\_\_ of each month thereafter. This maintenance order is **OR** is not modifiable.

40. Petitioner is awarded the following real property: \_\_\_\_\_. A copy of the legal description is attached hereto, marked Judgment Exhibit \_\_\_\_\_, and incorporated herein by reference. Petitioner shall assume the mortgage on said real estate and hold Respondent harmless therefrom.

41. Respondent is awarded the following real property: \_\_\_\_\_. A copy of the legal description is attached hereto, marked Judgment Exhibit \_\_\_\_\_, and incorporated herein by reference. Respondent shall assume the mortgage on said real estate and hold Petitioner harmless therefrom.

42. Petitioner is awarded the personal property set over to Petitioner in the



attached Property Settlement and Separation Agreement, which is marked, "Judgment Exhibit \_\_\_\_\_", and incorporated herein by reference.

43. Respondent is awarded the personal property set over to Respondent in the attached Property Settlement and Separation Agreement.

44. Petitioner shall pay the marital debts set over to Petitioner in the attached Property Settlement and Separation Agreement and hold Respondent harmless therefrom.

45. Respondent shall pay the marital debts set over to Respondent in the attached Property Settlement and Separation Agreement and hold Petitioner harmless therefrom. **OR**

46. Petitioner is awarded the following items of personal property:

47. Respondent is awarded the following items of personal property:

48. Petitioner shall pay the following marital debts and hold Respondent harmless therefrom:

49. Respondent shall pay the following marital debts and hold Petitioner harmless therefrom:

50. Each party is awarded all of pension benefits or retirement benefits in his or her name. **OR**

51. \_\_\_\_\_ is awarded \_\_\_\_\_ of \_\_\_\_\_ pension and retirement benefits at \_\_\_\_\_. The Court retains jurisdiction to enter a Qualified Domestic Relations Order satisfactory to the Trustee of said plan.

52. Neither party is awarded maintenance and this order is not modifiable.

53. Neither party is awarded attorney fees. **OR**

54. \_\_\_\_\_ shall pay to \_\_\_\_\_ the sum of \$\_\_\_\_\_ as  
and for attorney fees in this case.

55. (Petitioner) (Respondent)'s name is hereby changed from \_\_\_\_\_  
to \_\_\_\_\_.

56. All other relief requested is denied.

57. The Clerk shall forward a copy to counsel and unrepresented parties.

58. Costs are assessed to \_\_\_\_\_.

JUDGMENT ENTERED AND SO ORDERED: \_\_\_\_\_.

\_\_\_\_\_  
Judge